



WTW Purchase Order Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

1.1 The PO constitutes an offer by WTW to purchase the goods and/or acquire the services subject to these terms and conditions (the "PO Terms"). "PO" means the relevant purchase order issued by WTW to Supplier. "Supplier" means the company defined in the PO who accept the PO as set out herein.

1.2 Subject to clause 1.3 of this PO Terms, Supplier shall be deemed to have accepted these PO Terms by accepting a PO (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these PO Terms) or by delivering any goods or performing any services, at which point the contract for the sale and purchase of goods and/or the supply and acquisition of services on these PO Terms shall come into existence.

1.3 If WTW and Supplier have each signed a separate agreement covering the provision of the goods and/or services (a "Signed Agreement") then that Signed Agreement shall be incorporated by reference into the relevant PO and these PO Terms shall not apply (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than the Signed Agreement).

2. SERVICES

2.1 Supplier will provide goods and services (collectively "Services") in accordance with the terms and conditions in these PO Terms.

2.2 Supplier acknowledges that the Services may be provided for the benefit of WTW, its Affiliates, third-party service providers of WTW or its Affiliates who require access to the Services in order to provide their goods and/or services to WTW or its Affiliates. "Affiliate" means any legal entity which controls such party, is controlled by such party or is under common control with such party, where "control" means the ability, whether directly or indirectly, to direct the management and action of a legal entity by means of ownership, contract or otherwise; and in the case of only, it shall include any joint venture operating under the "WTW" brand.

2.3 Supplier warrants that:

- (i) Supplier shall provide Services in compliance with all applicable laws and regulations, industry and professional standards;
- (ii) Supplier will not breach any third party intellectual property rights;
- (iii) the Services will be free of all encumbrances;
- (iv) Supplier has full capacity and authority to enter into this PO and has obtained all necessary and required licences, consents and permits to perform the Services; and
- (v) Supplier shall be fully responsible and liable for itself and its Affiliates, and for every act and/or omission of its subcontractors, agents and its Affiliates.

3. FEES

3.1 The fees of the Services are set forth in the PO. WTW shall pay all undisputed amounts properly invoiced no later than sixty (60) days from date of the invoice. WTW may withhold payment of invoiced amounts which are disputed in good faith within sixty (60) days of receipt of such invoice until resolution of such good faith dispute. Fees shall be paid in the currency indicated in the PO inclusive of all duties, custom or levies and withholding taxes, other than any sales, use or other similar taxes applicable to the fees. Expenses shall only be payable if approved by WTW in advance in writing.

4. CONFIDENTIALITY

4.1 Each party will keep confidential and will not disclose to any third party any Confidential Information obtained by one

party or its Affiliates ("Recipient") from the other party or its Affiliates ("Disclosing Party"), and will protect such Confidential Information using the same degree of care used to protect the party's own Confidential Information, but no less than a reasonable degree of care. "Confidential Information" means any and all information of the Disclosing Party and its Affiliates regardless if it is marked as confidential, including but not limited to all written, oral or visual information, and all information recorded in writing, electronically, or in any other medium or by any other method. Recipient will not use Disclosing Party's Confidential Information for any purpose other than to perform its obligations or enforce its rights arising out of or in connection with this PO. Recipient will limit access to Disclosing Party's Confidential Information to only those personnel necessary to perform Services under this PO, and ensure they comply with these obligations of confidentiality.

4.2 Confidential Information shall not include any information that:

- (i) is already in the public domain other than as a result of Recipient's breach of any confidentiality obligations;
- (ii) is already in Recipient's possession other than as a result of Recipient's breach of confidentiality;
- (iii) is received from a third party without restriction; or
- (iv) is independently developed without use or reference to Disclosing Party's Confidential Information.

4.3 Upon termination or expiration of this PO, or upon request of Disclosing Party, Recipient shall promptly destroy or return all of Disclosing Party's Confidential Information.

4.4 Supplier shall not make any press announcements or publicise this PO; or use WTW's name, trademark, brand or logo.

5. DATA AND INFORMATION SECURITY

5.1 Supplier shall not process any WTW client data (including WTW client personal data) or WTW sensitive personal data of any kind, nor shall Supplier process any financial transactions on behalf of WTW. In addition, Supplier shall not have access to WTW internal networks.

5.2 Supplier shall only process names, business address or business emails, and shall do so in compliance with all applicable laws concerning the processing, protection, and security of personal data.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Nothing in this PO will grant or transfer any right, title or interest, including but not limited to any intellectual property rights, in and to any information or materials that: (i) are owned or licensed by a party; or (ii) anything created independently of this PO ("Background IP") of either party, except for the limited license granted in this PO.

6.2 Except for any Supplier Background IP, WTW and its Affiliates are the sole and exclusive owner of all intellectual property rights in the deliverables created or developed by Supplier ("Deliverables"). Supplier hereby waives any of their existing and future moral rights in the Deliverables.

6.3 Supplier grants to WTW and its Affiliates, a non-exclusive, royalty-free, perpetual, irrevocable, fully paid-up, worldwide license to use any Supplier Background IP embedded within the Deliverables only to the extent necessary for WTW to use the Services and the Deliverables.

6.4 In no event shall any Deliverables use or incorporate any software or materials distributed under a "free," "open source," or similar licensing model ("Open Source Material").



7. LIABILITY AND INDEMNIFICATION

7.1 Neither party will in any circumstances be liable to the other party for any indirect or consequential loss or loss of profit, revenue, business or goodwill (whether direct or indirect).

7.2 Supplier agrees to fully indemnify, keep indemnified, hold harmless, and upon WTW's request, to defend WTW and its Affiliates and each of their directors, officers, employees, shareholders, and agents from and against any and all damages, liabilities, expenses, claims, fines, and losses without limitation of any type, including financial losses, reasonable attorneys' fees and other expenses, suffered, incurred or sustained which arise directly or indirectly from or as a result of or in connection with breach of confidentiality; data and security obligations in clause 5; or infringement of a third party's intellectual property rights.

7.3 Supplier's liability to WTW in respect of all claims, losses, or damages in connection with this PO, will in no event exceed, per occurrence, the greater of: (a) three (3) times the fees payable under this PO; (b) if this PO is issued in British Pounds, one million British Pounds (£1,000,000); or any other currency (c) one million US Dollars (\$1,000,000).

7.4 Save for any liability which cannot be excluded or limited by law, WTW's maximum aggregate liability to Supplier in connection with this PO, will in no event exceed the lesser of: (a) fees payable under this PO; (b) if this PO is issued in British Pounds, one hundred thousand British Pounds (£100,000); or any other currency (c) one hundred thousand US Dollars (\$100,000).

7.5 The limitations set forth in this clause 7 shall not apply to Supplier's indemnification obligations or liability for fraud, gross negligence, willful misconduct, personal injury or damage to property, or any other liability which cannot be excluded or limited by law.

8. INSURANCE

8.1 Supplier shall ensure that it holds and maintains such insurance in place as is necessary for the normal conduct of its activities.

8.2 The insurance and indemnity provisions of this PO are separate and independent covenants, and a party's indemnification obligations shall not be contingent upon the other party's exhaustion of the insurances available to such party.

9. POLICIES

9.1 Supplier will comply with the WTW's Code of Conduct available at <https://www.wtwco.com/-/media/WTW/Notices/Code-of-Conduct-English.pdf> ("Code of Conduct"), or Supplier's own policy that is substantially equivalent to the Code of Conduct, and with all applicable laws, rules, regulations, including, but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act 2010.

10. TERM AND TERMINATION

10.1 This PO shall commence on the date of last signature and shall continue in effect for a period as set out in the PO.

10.2 If a party: (i) materially breaches any term of this PO or fails to perform any of its material obligations, or (ii) the other party ceases trading or is declared bankrupt or insolvent, the other party may immediately terminate this PO.

10.3 WTW may terminate this PO without costs and without penalty upon thirty (30) days' advance written notice to Supplier.

10.4 Upon termination of this PO for any reason other than termination by WTW as a result of Supplier's breach,

Services actually performed up to the termination date will be paid in accordance with the payment terms in this PO, and WTW shall be entitled to receive a pro-rata refund for any prepaid fees for the remainder of the term from the date of termination.

11. AUDIT

11.1 Supplier shall keep records in connection with the Services ("Records") during the Term and for at least five (5) years after the expiration or termination of this PO, or as required by applicable laws and regulations, whichever is longer. No more than once every twelve (12) months or at any time in case of audits conducted by governmental or regulatory authorities, Supplier will provide WTW, its Affiliates or their third-party auditors with access to all Records.

12. GENERAL PROVISIONS

12.1 The PO and these PO Terms form the complete and entire agreement between the parties regarding the Services and supersede any prior agreements and understandings (oral or written) regarding the Services.

12.2 Except to an Affiliate of WTW, neither party can assign its rights or obligations under this PO without the other party's prior written consent.

12.3 Any modification or amendment to the terms of this PO must be in writing and executed by both parties' authorised representatives.

12.4 Neither party will be liable to the other for failure to meet a party's obligations due to causes beyond such party's reasonable control ("Force Majeure"), provided the non-performing party makes commercially reasonable efforts to resume performance as soon as possible.

12.5 Supplier is an independent contractor and not an employee, agent, fiduciary or partner of WTW or its Affiliates. Neither party shall have, nor represents that it has, the right or authority to bind the other party.

12.6 Except for Affiliates of WTW, this PO is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12.7 If any provision of this PO is deemed invalid by a court, such a provision may be revised to the extent required, and the validity and enforceability of the rights and responsibilities of the parties remain in full force and effect.

12.8 All notices must be served in writing, including electronic mail and local certified or registered mail, by delivery to the addresses listed in the PO.

12.9 If a dispute arises related to this PO, the parties agree to meet to try and resolve it in good faith.

12.10 If this PO is issued in British Pounds, then this PO shall be governed by and construed in accordance with the laws of England and Wales, both parties submit to the exclusive jurisdiction of the English courts. If this PO is issued in any currency other than British Pounds, then this PO shall be governed by and construed in accordance with the laws of the State of New York and both parties submit to the exclusive jurisdiction of the the state or federal courts in the State of New York.

12.11 No failure or delay by either party in exercising any right, power or privilege under this PO shall operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this PO are cumulative and not exclusive of any rights and remedies provided by law.